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## THE NEWTON TERRACES CONDOMINIUM **UNIT DEED**

THE NEWTON TERRACES, LLC, a Massachusetts limited liability company with a usual place of business at 12 Huron Drive, Natick, Middlesex County, Massachusetts, for consideration paid and in full consideration of Nine Hundred Thousand and 00/100 (\$900,000.00) Dollars, grants to MARSHA S. GREEN, Individually of 29 Mayflower Road, Chestnut Hill, Massachusetts 02467

## WITH QUITCLAIM COVENANTS:

A Condominium Unit known as Unit 39 (the "Unit") in a Condominium known as The Newton Terraces Condominium (the "Condominium") situated off Langley Road in Newton, Massachusetts, established pursuant to Massachusetts General Laws, Middlesex County, Chapter 183A, as amended, by a Master Deed (the "Master Deed") dated March 16, 2004 and recorded with the Middlesex South District Registry of Deeds in Book 42249, Page 390, as affected by Amendment No. 1 to the Master Deed of The Newton Terraces Condominium Phase 2 dated March 23, 2004 and recorded with said Deeds in Book 42367, Page 438, as further affected by Amendment No. 2 to the Master Deed of The Newton Terraces Condominium Phase 3 dated June 2, 2004 and recorded with said Deeds in Book 43194, Page 566, as further affected by Amendment No. 3 to the Master Deed of The Newton Terraces Condominium Phase 4 dated July 15, 2004 and recorded with said Deeds in Book 43331, Page 146, as further affected by Amendment No. 4 to the Master Deed of The Newton Terraces Condominium Phase 5 dated August 11, 2004 and recorded with said Deeds in Book 43548, Page 309, as further affected by Amendment No. 5 to the Master Deed of The Newton Terraces Condominium Phase 6 dated December 2, 2004 and recorded with said Deeds in Book 44298, Page 436, as further affected by Amendment No. 6 to the Master Deed of The Newton Terraces Condominium Phase 7 dated January 24, 2005 and recorded with said Deeds in Book 44554, Page 360, as further affected by Amendment No. 7 to the Master Deed of The Newton Terraces Condominium Phase 8 dated May 25, 2005 and recorded with said Deeds in Book 45295, Page 155, as further affected by Amendment No. 8 to the Master Deed of The Newton Terraces Condominium Phase 9 dated June 25, 2005 and recorded with said Deeds in Book 45599, Page 1, as further affected by Amendment No. 9 to the Master Deed of The Newton Terraces Condominium Phase 10 dated August 31, 2005 and recorded with said Deeds in Book 46048, Page 514, as further affected by Amendment No. 10 to the Master Deed of The Newton Terraces Condominium Phase 11 dated August 31, 2005 and recorded with said Deeds in Book 46297, Page 320, as further affected by Amendment No. 11 to the Master Deed of The Newton Terraces Condominium Phase 12 dated November 3, 2005 and recorded with said Deeds in Book 46459, Page 283, together with an undivided 1.93% interest in the common areas and facilities of said Condominium.

The Unit has an address of 287-39 Langley Road, Newton, Middlesex County, Massachusetts.

The Unit is more particularly described (1) in the Master Deed, (2) such site and floor plans as have been recorded therewith (3) in this Unit Deed; and (4) copies of portions of such site and floor plans recorded herewith, if any.

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Marcha Screen 187 Landley Rd U-887-39 Newton, MA 02459

387 Lansley Rd U-257-39 NEWA

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The Unit is conveyed for residential use and for such other uses as may be permitted in accordance with the Master Deed, together with the exclusive right to use the garage, front garden, and deck or patio bearing the Unit Number, as designated on the Condominium Site and Floor Plans and as set forth in Section 9 of the Master Deed.

Said Unit is conveyed subject to and with the benefit of (1) the provisions of Massachusetts General Laws, Chapter 183A as the same may now or hereafter by amended; (2) the Master Deed and amendments thereto; (3) the By-Laws of The Newton Terraces Condominium Association, Inc., and any amendments thereto; (4) the Rules and Regulations adopted by the Board of Governors of the Association of the Condominium, and any amendments thereto; (5) all matters of record stated or referred to in the Master Deed as completely as if each were fully set forth therein; and (6) further subject to real estate taxes attributable to said Unit for the current year as are not now due and payable.

Subject to and with the benefit of Special Permit and Site Plan Approval #250-01 issued by the City of Newton dated November 19, 2001 and recorded with said Deeds in Book 35027, Page 47, as affected by an Extension to Special Permit and Site Plan Approval #250-01(2) recorded in Book 38197, Page 015.

Subject to and with the benefit of Reservation of Sewer recorded with said Deeds in Book 41832, Page 27, Conservation Restriction recorded with said Deeds in Book 41832, Page 32 and Grant of Path Easement recorded with said Deeds in Book 41832, Page 47, all as shown on Plan No. 59 of 2004.

Said Unit is further conveyed subject to, and with the benefit of easements, rights, restrictions and agreement of record, if any there be, insofar as the same are now in force and applicable.

This conveyance does not constitute a transfer of all or substantially all of the assets of The Newton Terraces, LLC and is made in the ordinary course of business.

Being a portion of the premises conveyed to Grantor by deed recorded with the Deeds in Book 38197, Page 036.

IN WITNESS WHEREOF, the said The Newton Terraces, LLC, has caused its seal to be hereto affixed and these presents to be signed and delivered in its name and behalf by Logan R. Huffman, President and Treasurer of Eastland Partners, Inc., its Manager, hereto duly authorized this <u>17</u>11 day of April, 2006.

MASSACHUSETTS EXCISE TAX Southern Middlesex District ROD # 001 Date: 04/25/2006 10:24 AM Otri# 071641 12351 Dbc#\_00072096

Fee: \$4,104.00 Cons: \$900,000.00

THE NEWTON TERRACES, LLC By EASTLAND PARTNERS, INC.,

Its Manager

President and Treasurer

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## COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

April 17, 2006

Then personally appeared before me, the undersigned notary public, Logan R. Huffman, proved to me through satisfactory evidence of identification, which was MA DRIVER'S LICENSE, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as President and License of Eastland Partners, Inc., as Manager of The Newton Terraces, LLC, as aforesaid.

Notary Public

My Commission Expires:

The Grantee(s), by the signed acceptance of this Unit Deed, recognize(s) the rights and reserved easements of the Grantor, its successors and assigns, to amend the Master Deed to add additional phases through Phase 46 in any order so desired, including the right to include subphases within any phase, as well as the right to eliminate or add any phases and modify the percentage of interest attributable to each unit on account thereof so as to at all times be in compliance with the provisions of General Laws, Chapter 183A, to make all other necessary modifications as a result thereof and to construct the additional structures, units and improvements on such phases, all in accordance with the reservations of rights as set forth in Paragraphs 1, 4, 11 and 14 of the Master Deed, as amended. The Grantee(s) hereby irrevocably authorize(s) and empower(s) the Grantor, its successors and assigns, to sign for and on behalf of the Grantee(s) and his/her/their successors or assigns, an amendment to the Master Deed which adds such additional phases, structures and units.

Said authorization and power shall terminate when all the units contemplated by the Master Deed shall have been submitted and have been added to The Newton Terraces Condominium by an amendment thereto duly recorded or the right to do so has expired, whichever is earlier.

Marsha S. Green, Grantee

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## COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

April 24\_, 2006

Then personally appeared before me, the undersigned notary public, Marsha S. Green, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as Grantee, as aforesaid.

Exchange The said

Notary Public Jaime Picariello
My Commission Expires: 12/29/11



